

## STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

DEMA Procurement Office, Building #M5330 5636 East McDowell Road Phoenix, Arizona 85008-3495.

REQUEST FOR QUOTATION NUMBER: Q5-0022

(NOTE: THIS IS NOT A PURCHASE ORDER)

QUOTATION DUE DATE: 3:00 P.M. (MST), 11 May 2005

In accordance with the Arizona Procurement Code, A.R.S. Chapter 23, competitive sealed Quotations for the material or service specified will be received by the Department of Emergency and Military Affairs, Department Procurement Office (State), until the date and time cited.

A FAXED QUOTE IS NOT ACCEPTABLE. . A hard copy of your proposal/quotation shall be immediately mailed to: Betty Kinchion, DEMA Procurement Office, 5636 E. McDowell Rd., Building #M5330, Phoenix, AZ 85008.

Quotations must be in the possession of the Department Procurement Office (State) on, or prior to, the due date and time. Except as provided in the Arizona Procurement Code, late quotations will not be considered.

MATERIAL/SERVICE OR PROJECT LOCATION: Camp Navajo, 1 Hughes Avenue, Bellemont, AZ. 86015

**SCOPE OF WORK:** Furnish all labor, supplies, material, applicable taxes, transportation and services required to: Camp Navajo Archaeological Resources Inventory Revision (SEE ATTACHED STATEMENT OF WORK)

#### PROCUREMENT RELATED QUESTIONS SHALL BE DIRECTED TO:

BUYER: Betty Kinchion TELEPHONE: (602) 267-2853 FAX: (602) 267-2576

TECHNICAL QUESTIONS REGARDING THE SCOPE/STATEMENT OF WORK SHALL BE DIRECTED TO:

David Larson TELEPHONE: (602) 267-2740

QUOTATION ISSUE DATE: April 29, 2005

It is the responsibility of the bidder submitting a quote to fully understand all terms and conditions referenced in this quotation. The award will be made to the overall lowest, responsive, responsible bidder (considering freight, delivery, installation, taxes and/or other applicable associated fees/expenses). Your respective proposed delivery schedule(s) must be indicated in the spaces below. All quotations must be FOB Destination, Freight Pre-Paid. Quotes are due at the Department of Emergency & Military Affairs, Procurement Office, 5636 E. McDowell Rd. Bidg. #M5330, Phoenix, AZ 85008-3495 by the quotation due date and time. (A FAXED QUOTE IS NOT ACCEPTABLE. A HARDCOPY OF THE PROPOSAL/QUOTATION AND APPLICABLE DOCUMENTS SHALL BE MAILED TO THE BUYER'S ATTENTION AT THE ABOVE ADDRESS.

Signature

PAGE 02/13

### PRICE SHEET

	QTY	Description	Unit Price	Extended Price
1		CAMP NAVAJO ARCHAEOLOGICAL RESOURCES INVENTORY REVISION (SEE ATTACHED STATEMENT OF WORK)	\$	\$
2			\$	\$
3			\$	\$
4			\$	\$
5	<u> </u>		\$	\$
6			\$	\$
	<u> </u>		Subtotal:	\$
			Tax:	
			Delivery:	
			TOTAL:	
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Date

Typed Name and Title

## ATTACHMENT A – (Mandatory Submission Requirement) SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESSES CERTIFICATION

Executive Order 2004-29 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Woman-Owned and/or Minority-Owned firms.

A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than \$4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or woman owned.

When practical, purchases/contracts less than \$50,000 will be made from small businesses.

#### CHECK THE APPROPRIATE CLASSIFICATION APPLICABLE TO YOUR FIRM:

Small Business Hisp 7.0 Small, Women O Women Owned Bus Owned Bus. Native Business (WOB), [ (WOBA), [] 16.0 W (WOBNA), [] 2	panic (SBH), □ 5.0 Small B Dwned Bus. (SWOB), □ 8.0 . Asian (SWOBA), □ 10.0 S American (SWOBNA), □ 1: ] 14.0 Women Owned Bus. omen Owned Business Hisl	ess African American (SBAA), \$\ \] 3.0 Small Business Asian (SBA), \$\ \] 4. usiness Native American (SBNA), \$\ \] 6.0 Small Business Other (SBO), \$\] Small, Women Owned Bus. African American (SWOBAA), \$\ \] 9.0 Small Small, Women Owned Bus. Hispanic (SWOBH), \$\ \] 11.0 Small, Women 2.0 Small, Women Owned Bus. Other (SWOBO), \$\ \] 13.0 Women Owned African American (WOBAA), \$\ \] 15.0 Women Owned Business Asian Danic (WOBH), \$\ \] 17.0 Women Owned Business Native American (SSS Other (WOBO), \$\ \] 19.0 African American (AA), \$\ \] 20.0 Asian (A), \$\ \] merican (NA)	□ il, ed
23.00 None of the firm. (NONE)	ese categories is applicable	and firm does not qualify as either a Small, Woman, or Minority-Owned	
COMPANY NAME:			
ADDRESS:	10 1 10	<del></del>	
Street	City	State and Zip	
I hereby certify that business with less th		(Firm/Company Name) $\square$ is or $\square$ is not (check one) a smalless than \$4 million in annual sales.	l
Signature		Date	
I hereby certify that Minority and/or D W Governor Napolitan	omen (check one <u>or</u> both) c	(Firm/Company Name) $\square$ is or $\square$ is not (check one) a $\square$ owned business in accordance with Executive Order 2004-29 issued by	
Signature		Date	

#### **INSTRUCTIONS TO OFFERORS**

- 1. **Submission.** Quotations shall be signed and received in the Department of Emergency and Military Affairs Procurement Office (State) by the date and time indicated. Erasures, interlineations or other modifications in the Quotation must be initiated by the person signing the quotation/estimate.
- 2. Quotation Waiver and Rejection. Notwithstanding any other provision of this Request for Quotation/Estimates, the Department expressly reserves the right to:
  - Waive any immaterial defect or informality; or
  - b. Reject any or all quotations, or portions thereof, or
  - Reissue a Request for quotation/estimate.
- 3. Taxes. The State will pay any applicable State of Arizona transaction privilege tax and any other applicable state or local taxes on the services rendered or products supplied. No payment shall be made for any personal property taxes levied on vendor or any taxes levied on employee's wages. Applicable taxes must be shown separately on any invoice and such sums shall be due and payable to vendor upon delivery. If claiming a tax exemption, a valid tax exemption certificate number must be provided with your quote.
- 4. Award of Contract. Unless the Bidder states otherwise, or unless otherwise provided within the Request For Quotation, the State reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the State.
  - A response to a Request for Quotation is an offer to contract with the State based upon the terms, conditions and specifications contained in the State's Request for Quotation. Quotations do not become contracts unless and until an authorized procurement officer accepts them.
- 5. Americans with Disabilities Act. People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made seventy-two (72) hours prior to quote due date. If you require accommodations, please contact the Buyer, as stated on the front page of this package.
- 6. **Incorporation by Reference.** The following documents shall apply to all work under this solicitation and are hereby incorporated by reference with the same force and effect as if they were given in full text. A copy of these documents can be obtained from the following url: <a href="http://www.azspo.az.gov/PoliciesDocuments/index.htm">http://www.azspo.az.gov/PoliciesDocuments/index.htm</a>
  - a. Uniform Instructions to Offerors
  - b. Uniform General Terms and Conditions.
- 7. Offer Acceptance Period: Any Vendor submitting an offer under this Solicitation shall hold its offer open for a period of ninety (90) days after the date of the solicitation due date.
- 8. **Manufacturers Names**: Any Manufacturers names, trade name, brand names or catalogue numbers used in the specifications/Scope of Work are for the purpose of describing and/or establishing a general quality level, design or performance desired. Such references are not intended to limit or be restrictive but are necessary to approximate the quality of design or performance which is desired. Any quote that proposes like quality, design or performance will be considered. If the description of your quote differs in any way, you must give a complete and detailed description of your exceptions to include pictures and literature if necessary. Unless a specific exception is made, the assumption will be that you are quoting exactly as specified in the Request for Quotation.
- 9. **Descriptive Literature**: All offers must include complete manufacturers descriptive literature regarding items they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this may result in the proposal being rejected.
- Contractor License. Each Offeror must be properly licensed to perform all work covered by this solicitation in accordance with the laws of the State of Arizona. Proof of licensure may be requested by the State prior to contract award.
- 11. **Warranty.** The successful Contractor shall warrant all labor and materials for one (1) year from the date of acceptance by the State.

- 12. **Notice to Proceed.** The Department of Emergency and Military Affairs will issue a Notice to Proceed or executed Purchase Order for the material or service covered under this agreement.
- 13. **Completion Time.** The scope of this agreement and/or final delivery shall be completed within <u>360</u> calendar days from the date of the Notice To Proceed.
- 14. Post Award Conference. After award of this agreement, the Contractor may be required to participate in a post award meeting for the purpose of ensuring a complete understanding of the requirements of the contract. This meeting will be arranged by the department procurement officer or designated representative.
- 15. Insurance. The State requires a complete and valid Certificate of Insurance prior to the commencement of any service or activity specified in this solicitation. The State will notify the successful contractor(s) of the intent to issue a contract award. The coverages shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.
- 16. Indemnification Clause. Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

17. Insurance Requirements. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- · General Aggregate \$2,000,000
- Products Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000
  - a) The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out

PAGE 06/13

of the activities performed by or on behalf of the Contractor".

b) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a) The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability

Each Accident \$ 500,000

Disease - Each Employee \$ 500,000

Disease - Policy Limit \$1,000,000

- a) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b) This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

- a) In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by on or behalf of the Contractor.
- c) The policy shall cover professional misconduct or lack or ordinary skill for those positions defined in the Scope of Work of this Contract.
- 18. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:
  - a) The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  - The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  - Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- 19. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Arizona Department of Emergency and Military Affairs, Attn: Procurement Manager, 5636 E. McDowell Road, Phoenix, AZ 85008-3495, and shall be sent by certified mail, return receipt requested.
- 20. **Acceptability of Insurers.** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in πο way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 21. **Verification of Coverage.** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Arizona State Department of Emergency and Military Affairs, Attn: Procurement Manager, 5636 E. McDowell Rd., Phoenix, AZ 85008-3495. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- 22. **Subcontractors**. Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 23. **Approval**. Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 24. Exceptions. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
- 25. **Term**. The term of any resultant agreement shall commence on the date of award and continue in full force and effect for a period of \_\_\_\_\_ ( ) year(s)/months thereafter, unless terminated, canceled or extended as otherwise provided herein.
- 26. Termination. The DEMA Procurement Office reserves the right to terminate this agreement for convenience without penalty or recourse by giving thirty (30) days prior written notice to the Contractor. In the event DEMA exercises this provision, all documents, data, and reports prepared by the Contractor under this agreement shall become the property of the State of Arizona (at the option of the DEMA Procurement Office). The Contractor shall be entitled to receive just and equitable compensation for the work completed to the effective date of the termination.
- 27. **Arbitration.** After exhausting all applicable administrative review procedures, to the extent required by A.R.S. 12-1518 except as may be required by other applicable statutes, the parties to this agreement shall resolve all disputes arising out of or relating to this agreement through arbitration.
- 28. **Discounts.** Payment discount periods shall be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date the State's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more shall be deducted from the quotation price in determining the low quotation. The State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

29.	<b>Delivery Days.</b> All deliveries shall be made within	(	) days of receipt	of a cor	itra	act release
	order/purchase order for common stock items. Deliveries s	sha	ll be made within	(		days of a contract

release order/purchase order for mail ordered items.

- 30. **Packing Slip.** Each shipment shall include a packing slip showing the contract number, item, price, purchase order number, and quantity shipped.
- 31. **Defective Products.** All defective products shall be replaced and exchanged by the contractor within \_\_\_\_\_ ( ) days of initial notification. The cost of transportation, unpacking, inspection, repackaging, reshipping or other like expenses shall be borne by the contractor.
- 32. In accordance with Executive Order 2004-29 and Rule R2-7-335 (Small Business Set Aside) of the Arizona Procurement Code, this request for quotation is restricted to small, woman-owned and/or minority-owned businesses. Businesses qualifying as such must self certify their status as such by filling out and completing ATTACHMENT A SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESSES CERTIFICATION

8

# Statement of Work Camp Navajo Archaeological Resources Inventory Revision

#### I. Background

The AZ-ARNG is in the process of finalizing a cultural resources inventory of Camp Navajo. Various surveys have been performed on the facility, including a survey of approximately 25,000 acres. A complete inventory review of the cultural resources at Camp Navajo is essential in preserving these resources while enabling the planning and construction of future projects.

#### II. Scope of Work

Previously, SWCA, under contract with Sam Houston State University conducted an archaeological survey of approximately 25,000 acres at Camp Navajo in the late 1990s. The draft survey report contains information on the eligibility of archaeological sites for inclusion to the National Register of Historic Places.

The contractor shall review and clarify eligibility recommendations from this report for sites listed as potentially eligible, revise the Cultural Resources Inventory for Camp Navajo, and file all site cards and artifacts associated with the SWCA survey. This project will include three parts:

#### 1. Re-evaluation of "potentially eligible" sites.

The State Historic Preservation Office (SHPO) no longer accepts the term "potentially eligible". Based on the site cards and SWCA data, the contractor shall prepare a report re-evaluating eligibility determinations for 101 sites listed as potentially eligible. Through this evaluation, sites will be identified as eligible, ineligible, or unevaluated: requires eligibility testing. Sites considered to be ineligible by the Contractor shall require a site visit and justification per SHPO standards. Results of this evaluation must be identified in a separate report to be submitted to SHPO for concurrence on eligibility determinations. Upon SHPO concurrence, part 2 of the project can be finalized. Sites that have already received SHPO concurrence on eligibility determination are not required to be re-evaluated, but must be referenced in the final report of part 2.

2. Archaeological Resources Inventory Review of Camp Navajo.

The contractor shall revise the 1999 SWCA Cultural Resources Survey report which will be provided by AZ-ARNG.

The revised document shall include:

- 1) A list and description of all archaeological sites on Camp Navajo (including OB/OD area).
- 2) Facility map, site maps, and locational data of all sites.
- 3) Complete list of all previous surveys and archaeological work performed on the facility.

The final document/report provided must be sufficiently complete to allow it to serve as this agency's management tool for preserving archaeological resources. Fifteen (15) copies of the final report shall be provided by the Contractor to DEMA for distribution to SHPO and consulting tribes.

3. Arizona State Museum (ASM) site cards and artifact submission.

The contractor shall prepare all site cards from the SWCA survey report, as well as collected artifacts for curation in coordination with the ASM. Because site cards were issued and completed in 1999, ASM will allow fees to be based on 1999 curation.

Upon completion of each report, the contractor shall submit a digital copy on CD or via email of each report to the POC for internal review by the Environmental Office of the AZ-ARNG. Upon approval by the AZ-ARNG, three (3) hard copies of the report will be submitted to the POC. Upon receiving SHPO comments, a digital copy on CD or via email of the revised report shall be submitted to the POC. Upon internal review, the contractor shall submit three (3) revised hard copies to the POC. Following acceptance of the report from part 2 by SHPO, the Contractor shall prepare fifteen (15) copies of the final report and deliver them to the POC.

AZ-ARNG shall provide the contractor with existing GIS shape files, all previous relevant survey reports, and artifacts collected during the SWCA survey. The contractor shall coordinate the curation of the collected artifacts with the Arizona State Museum (ASM); curation shall include registering the project, submitting site cards, and submitting the collected artifacts.

#### III. Deliverables

- Data shall be analyzed, described, and integrated into a scientific report of findings in accordance with guidelines set forth by SHPO and ASM.
- 2. Three (3) final copies of the report from part 1, and fifteen (15) final copies of the report from part 2 shall be delivered to the POC.
- 3. Eligibility recommendations must be made by the Contractor for each cultural resource evaluated.
- 4. Digital copies of final report text, figures, photographs, and illustrations shall be delivered to the POC on CD and shall be submitted in Microsoft Word and in a searchable PDF format.
- 5. Shape files shall be delivered to the POC for all GPS data collected. All GIS data files shall be delivered with FGDC compliant metadata for this project. Data will be delivered in standard shape files that are compliant with ArcView 3.2 or above utilizing NAD 83, NAD 27, or UTM Zone 12 N.
- 6. Submission of one (1) copy of final reports and other appropriate project material to ASM and AZ-ARNG.
- Deliverables have not been met until a SHPO concurrence letter has been received, and filing of site cards and curation of artifacts have been completed in coordination with ASM.

#### IV. Costs

The contractor shall prepare a bid based on a firm, fixed cost. Furthermore, the contractor awarded with the contract shall perform all work associated with this project within the fixed cost budget that was proposed in the bid.

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

#### V. Schedule

This task should be completed within one (1) year of notice to proceed.

#### VI. Evaluation Criteria

Each proposal will reviewed to determine the compliance or non-compliance of the specific requirements stated in the RFP. The Procurement Officer may conduct verbal and/or written discussions with Offerors.

Each proposal will be evaluated in accordance with the following established evaluation criteria. All proposals shall be organized in the same sequence as this evaluation criterion. OFFERORS ARE REQUESTED TO KEEP THEIR NARRATIVES BRIEF AND TO THE POINT.

- 1. Existing knowledge of and prior experience working with the cultural resource issues specifically related to:
  - a. Camp Navajo
  - b. 1999 SWCA cultural resources survey of 25,000 acres on Camp Navajo.
- 2. Technical approach
- 3. Prior experience working with the Arizona Army National Guard.
- 4. Proposal exceptions
- 5. Total cost(s).

#### VII. Point of Contact

David Larsen
Environmental Project Coordinator
Arizona Army National Guard
5636 E. McDowell Rd. M5330
Phoenix, AZ 85008

Phone: 602-267-2740 Cell: 602-717-3370 Fax: 602-267-2643

david.larsen@azdema.gov

#### VIII. Special Conditions

- 1. The Contractor shall coordinate all data collection and field efforts with the AZ-ARNG through the POC.
- 2. The Contractor shall be responsible for obtaining all appropriate State of Arizona and/or federal permits.
- 3. All original materials, software, and tests developed or gathered in the performance of this contract shall become the property of the AZ-ARNG and shall not be used, distributed, or published by the Contractor without the specific written permission of the AZ-ARNG.
- 4. Request for distribution of data or material developed through this contract shall be addressed to the AZ-ARNG POC listed herein.

- 5. For federal compliance, the survey must be done by a consultant that meets the Secretary of the Interior's Professional Qualifications. The consultant also must hold a current blanket permit issued by the Arizona State Museum.
- All GIS data files shall be delivered with FGDC compliant metadata for this project. Data will be delivered in standard shape files that are compliant with ArcView 3.2 or above utilizing NAD 83, NAD 27, or UTM Zone 12 N.
- 7. Digital copies of all reports shall be submitted in Microsoft Word format and in a searchable PDF format.

#### IX. Exceptions to Terms and Conditions.

All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be considered invalid, void and of no contractual significance unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resultant Contract.

- i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.